

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5967850

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
MATTHEW WAITESMITH		01/31/2020
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ARTIS LLC	
<b>Street Address:</b>	299 PAVONIA AVENUE	
<b>Internal Address:</b>	SUITE 2-5	
<b>City:</b>	JERSEY CITY	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	07302	
<b>PROPERTY NUMBERS Total: 17</b>		
<b>Property Type</b>	<b>Number</b>	
Application Number:	29650936	
Application Number:	29554344	
Application Number:	14184373	
Application Number:	61777676	
Application Number:	29425384	
Application Number:	29527318	
Application Number:	29452389	
Application Number:	14716366	
Application Number:	29531664	
Application Number:	29426169	
PCT Number:	US2009059837	
Application Number:	12425182	
Application Number:	61118863	
Application Number:	29650930	
PCT Number:	US2016033044	
Application Number:	29508364	
Application Number:	29484466	
<b>CORRESPONDENCE DATA</b>		

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***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

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**Correspondent Name:** LEASON ELLIS LLP

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**Address Line 2:** FIFTH FLOOR

**Address Line 4:** WHITE PLAINS, NEW YORK 10601

<b>ATTORNEY DOCKET NUMBER:</b>	00673/812049-000
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<b>NAME OF SUBMITTER:</b>	DAVID LEASON
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<b>SIGNATURE:</b>	/david leason/
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<b>DATE SIGNED:</b>	02/18/2020
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**Total Attachments: 4**

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### AMENDED AND RESTATED ASSIGNMENT

WHEREAS, I, Matthew Waitesmith, a citizen of the United States of America, residing at 299 Pavonia Avenue, Suite 2-5, Jersey City, New Jersey 07302 ("Assignor") have made certain inventions which are described in several applications for Letters Patent, including the ones listed in TABLE 1 below:

TABLE 1		
Title	Application/Letters Patent Number(s)	Filing Date
COSMETIC BRUSH	29/650,936	June 11, 2018
COSMETIC BRUSH	29/554,344	February 10, 2016
Cosmetic Brush Cleaning Pad	14/184,373	February 19, 2014
Cosmetic Brush Cleaning Pad	61/777,676	March 12, 2013
COSMETIC BRUSH	29/425,384	June 22, 2012
Palm Makeup Brush	29/527,318	May 18, 2015
Cosmetic brush	29/452,389	April 16, 2013
Brush Palette	14/716,366	May 19, 2015
Cosmetic Brush	29/531,664	June 29, 2015
Cosmetic Brush	29/426,169	July 2, 2012
Ergonomic Cosmetic Brush	PCT/US2009/059837//WO/2010/065188A2	October 7, 2009
Ergonomic Cosmetic Brush	12/425,182	April 16, 2009
Ergonomic Cosmetic Brush	61/118, 863	December 1, 2008
Ergonomically-designed Makeup Brushes	29/650,930	June 11, 2018
Brush Palette	PCT/US2016/033044//WO/2016/187280A1	May 18, 2016
COSMETIC BRUSH	29/508,364	November 5, 2014
COSMETIC BRUSH	29/484,466	March 10, 2014
Configuration Applied to a Brush	302015000466-5	January 28, 2015

WHEREAS, Artis LLC ("Company"), having a place of business at 299 Pavonia Avenue, Suite 2-5, Jersey City, New Jersey 07302, is desirous of acquiring all of Assignor's right, title, and interest in said inventions listed in TABLE 1 **throughout the world**, and

WHEREAS, Assignor previously entered into certain assignments ("Previous Assignments") concerning the inventions listed in TABLE 1, and, more specifically, concerning at least the inventions listed in TABLE 2 below:

TABLE 2			
Execution Date	Application/Letters Patent Number(s)	Reel/Frame	Recorded Date
March 20, 2014	29/650,936	046336/0817	June 11, 2018

March 20, 2014	29/554,344	045501/0424	March 6, 2018
February 19, 2014	14/184,373	032248/0431	February 19, 2014
March 20, 2014	29/425,384	032487/0917	March 20, 2014
May 18, 2015	29/527,318	035661/0316	May 18, 2015
April 5, 2016	29/452,389	038200/0622	April 6, 2016
May 18, 2015	14/716,366	035672/0292	May 19, 2015
April 6, 2016	29/531,664	038205/0259	April 6, 2016
March 20, 2014	29/426,169	032488/0468	March 20, 2014
	PCT/US2016/033044//WO/2016/187280A1		

WHEREAS said Previous Assignments listed in TABLE 2 are hereby Amended and Restated in their entirety by this Amended and Restated Assignment and whereas each of the inventions in TABLE 1 is to belong to Company,

NOW, THEREFORE, for good and valuable consideration including Ten dollars U.S. (\$10.00 USD) in-hand paid, receipt whereof is hereby acknowledged, I hereby sell, assign and transfer unto said Company, its successors and assigns, the entire right, title and interest throughout the United States of America and the territories thereof, and all foreign countries and under all international agreements in and to said inventions in TABLE 1 **throughout the world**, the aforesaid application(s) and any and all divisions, reissues, continuations and any extensions thereof and rights of priority therein, that are based in whole or in part on said inventions, and any and all Letters Patents granted upon said applications;

Said interest being my entire ownership interest in the same, to be held and enjoyed by said Company, its successors, assigns, or other legal representatives, to the full end of the term thereof, as fully and entirely as the same would have been held and enjoyed by me if this assignment and sale had not been made, including without limitation all right, title and interest to enforce, collect, and retain damages for any infringements;

And, for the consideration aforesaid, I hereby covenant and agree to and with said Company, its successors and assigns, that whenever Company, its counsel or representative, or the counsel or representative of its successors or assigns, shall advise that an amendment to, or a division of, or any other proceeding or action in connection with an application concerning said subject matter, including interference proceedings, is lawful and desirable, or that a reissue or continuation or extension of such application or patent issuing therefrom is lawful and desirable, I will sign all papers and drawings, take all rightful oaths and affidavits, and do all acts necessary or required to be done for the procurement of all lawful rights associated with same, or for the reissue or continuation or extension of the same, will do all acts necessary or required to secure in said Company, its successors or assigns, the title to and full benefit of all rights hereby assigned, without charge to said Company or its successors or assigns, but at its or their expense; and I hereby appoint every present or future officer of said Company as my agent in this regard to sign

all such papers and to do all such necessary acts on my behalf, to the fullest extent permitted by law;

And, for the consideration aforesaid, I do hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said Company;

I further grant to said Company, its successors and assigns, for the consideration aforesaid, the right to claim for any of said applications the full benefits and priority rights of any international agreement between the United States and any foreign country or countries or between any countries;

Also, for the consideration aforesaid, I hereby warrant that I have the full right to make the conveyance herein, and I hereby covenant that I, my heirs, legal representatives and assigns, will when requested, communicate to said Company, its representatives, successors and assigns, all facts known respecting said subject matter of this assignment, execute all divisionals, continuing, reissue, reexamination and foreign or international applications, together with individual assignments therefor, make all rightful oaths, sign all lawful papers, testify in any legal proceeding and generally do everything possible to aid said Company, its successors and assigns, in the obtaining of Letters Patent.

I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that I have signed this document as my own free act and that all of the foregoing is true and correct.

  
Matthew Waitesmith

Dated: 1/31/20

I, the undersigned Notary Public, do hereby certify and attest that the above statements are true and correct and that this Amended and Restated Assignment was signed, in my presence, by Matthew Waitesmith on behalf of the above identified Assignor.

Dated this 31 day of January 2020

By : 

(Notary Public)

(Notarial Seal)

DYLAN BROWN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 018R6367521  
Qualified in Queens County  
My Commission Expires 11-20-2021

### ACCEPTANCE BY ASSIGNEE

In connection with an assignment in any jurisdiction in which an acceptance by ASSIGNEE is required, I hereby accept this assignment on behalf of Artis LLC. I declare under penalty of perjury under the laws of the United States of America, and under penalty of the laws of any other jurisdiction before which this document may be presented, that (check all that apply):

- ☒ I am an officer of the above-identified ASSIGNEE,  
☒ I have signed this document on behalf of ASSIGNEE with the full authority of its board of directors,

and that all the foregoing is true and correct.

Dated: 1/31/2020

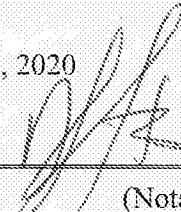
By: 

Name: Jeremy Adelman

Title: MANAGING MEMBER

I, the undersigned Notary Public, do hereby certify and attest that the above statements are true and correct and that this Acceptance by Assignee was signed, in my presence, by Jeremy Adelman on behalf of the above identified Assignee.

Dated this 31 day of January, 2020

By:   
(Notary Public)

(Notarial Seal)

DYLAN BROWN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BR6367521  
Qualified in Queens County  
My Commission Expires 11-20-2021